



August 2, 1999

Vernon A. Williams, Secretary  
Surface Transportation Board  
1925 K St. NW, Suite 700  
Washington, DC 20423

Re: Texas Railcar Leasing Company, Inc.  
Recordation No. 20758

Dear Mr. Williams:

Norwest Bank Texas, N.A., formerly First Valley Bank, hereby executes a release of its security interest in the property described below. The security interest was attached and perfected by virtue of the recorded instrument referenced above (a photocopy of which is enclosed), to which this is a secondary document.

Please release the following:

The document described is a Security Agreement, being a primary document, dated July 7, 1997. A description of the collateral covered by the document is as follows:

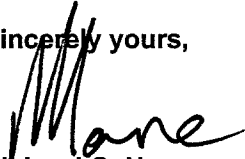
1. Eighteen (18) 4,000 cubic foot covered top hopper railcars identified as follows:  
TRLX96210    TRLX96620    TRLX96678    TRLX96706    TRLX96774    TRLX96789  
TRLX96815    TRLX96845    TRLX96974    TRLX97014    TRLX97132    TRLX97365  
TRLX97385    TRLX97408    TRLX97452    TRLX97548    TRLX97698    TRLX97645
2. Debtor's rights, title, and interest in and to Car Leasing Agreement No. 97/010028 (including Rider No. 0001) between Texas Railcar Leasing Company, Inc. and Applied Industrial Materials Corporation, dated May 29, 1997.

Our Cashier's Check for the \$26.00 filing fee is enclosed.

Please forward the recorded original to:

Texas Railcar Leasing Company, Inc.  
P. O. Box 1330  
McAllen, Texas 78502-1330

Sincerely yours,

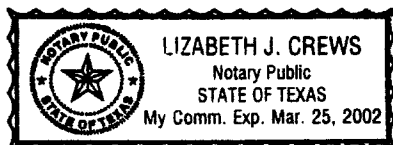
  
Richard G. Harse  
Executive Vice President

RGH/bc

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on August 2, 1999, by Richard G. Harse, Executive Vice President of Norwest Bank Texas, N.A., on behalf said Corporation.

  
Notary Public, State of Texas



RECORDATION NO. 20758-A FILED

AUG 12 '99

2-00PM

I CERTIFY THIS TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL  
DOCUMENT.

  
RICHARD G. HARSE, EXEC. VICE PRESIDENT

TEXAS RAILCAR LEASING COMPANY,

A TEXAS CORPORATION

P O BOX 1330

MCALLEN TX 78502 0000

DEBTOR'S NAME, ADDRESS AND SSN OR TIN  
("I" means each Debtor who signs.)

FIRST VALLEY BANK-MCALLEN

120 W NOLANA

MCALLEN TEXAS 78502

SECURED PARTY'S NAME AND ADDRESS  
("You" means the Secured Party, its successors and assigns.)

JUL 11 '97

12-11 PM

I am entering into this security agreement with you on JULY 07, 1997 (date).

SECURED DEBTS. I agree that this security agreement will secure the payment and performance of the debts, liabilities or obligations described below that (Check one) ☐ ( ) ☒ (name) TEXAS RAILCAR LEASING COMPANY

(Choose one below):

owe(s) to you now or in the future:

☐ Specific Debt(s). The debt(s), liability or obligations evidenced by (describe):

\_\_\_\_\_ and all extensions, renewals, refinancings, modifications and replacements of the debt, liability or obligation.

☒ All Debt(s). Except in those cases listed in the "LIMITATIONS" paragraph on page 2, each and every debt, liability and obligation of every type and description (whether such debt, liability or obligation now exists or is incurred or created in the future and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several).

Security Interest. To secure the payment and performance of the above described Secured Debts, liabilities and obligations, I give you a security interest in all of the property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the property), wherever the property is or may be located, and all proceeds and products from the property.

☐ Inventory: All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

☐ Equipment: All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

☐ Farm Products: All farm products including, but not limited to:

(a) all poultry and livestock and their young, along with their products, produce and replacements;

(b) all crops, annual or perennial, and all products of the crops; and

(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

☐ Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment: All rights I have now and that I may have in the future to the payment of money including, but not limited to:

(a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and

(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.

The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

☐ General Intangibles: All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

☐ Government Payments and Programs: All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

☒ The secured property includes, but is not limited by, the following: SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

I am a(n) ☐ individual ☐ partnership ☒ corporation

I AGREE TO THE TERMS SET OUT ON BOTH PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I have received a copy of this document on today's date.

☐ If checked, file this agreement in the real estate records.

Record Owner (if not me):

TEXAS RAILCAR LEASING COMPANY,  
A TEXAS CORPORATION

(Debtor's Name)

The property will be used for ☐ personal ☒ business

By:

HENRY NOVELL

FIRST VALLEY BANK-MCALLEN

(Secured Party's Name)

Title: PRESIDENT

By:

JEFFREY P. FITCH

By:

Title: EXECUTIVE VICE PRESIDENT

Title:

**SCHEDULE "A"**

1. **Eighteen (18) 4,000 cubic foot covered top hopper railcars identified as follows:**

TRLX96210	TRLX96620	TRLX96678
TRLX96706	TRLX96774	TRLX96789
TRLX96815	TRLX96845	TRLX96974
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2. **Debtor's rights, title, and interest in and to Car Leasing Agreement No. 97/010028 (including Rider No. 0001) between Texas Railcar Leasing Company, Inc. and Applied Industrial Materials Corporation, dated May 29, 1997.**

**TEXAS RAILCAR LEASING COMPANY, INC.**

By:

Henry Novell  
Henry Novell, President